



LEASE AGREEMENT FOR HOLIDAY ACCOMMODATION VILLA LOTH LORIEN IN THEOULE SUR MER, FRANCE

PROPERTY:

Vacation home, Villa Loth Lorien in Theoule-su-mer, France, as described on its public website, <http://villalorien.com>

TENANT:

A natural person who is renting the PROPERTY and is 21 years or older, fully skilled to understand English.

PROPERTY MANAGER:

Mr. Jeroen Pranger. Phone number: +33 6 15-969-677
E-mail: contact@2ndhome.fr

OWNER:

Family Schultze, reachable only in case of an emergency at +41 79 308-2885 or via E-mail: contact@villalorien.com

AGREEMENT & EFFECTIVENESS:

The agreement is a legally binding contract made between the TENANT and the OWNER, renting the PROPERTY for non-commercial, personal vacation purposes, based on what is stated below. This AGREEMENT is effective immediately after OWNER and TENANT confirmed the rental period by email, price and the PRE-PAYMENT and DEPOSIT has been paid to owner. NO additional signed contract needed.

CANCELLATION

The agreement can be canceled free of charge up to 6 month prior to the start of the renting period. A cancellation fee of 50% applies up to 90 days prior to the renting period. Within 90 days prior to the renting period 90% of the rental cost will be charged.

RENTAL FEE AND PAYMENT:

The rental fee is published on the website <http://villalorien.com>. 50% payment is due at booking, the remaining 50% are due 30 days prior to arrival or in cash at arrival. Tenant agrees that no more than 10 guests will stay in the property overnight. Sublease is not permitted.

SECURITY DEPOSIT

Tenant pays a € 5,000 deposit together with the initial payment. The deposit will be paid back in full without any interest 7 days after checkout, unless any damage needs to be fixed or abnormal cleaning needs to be made. The deposit is returned to the tenant's bank account.

CHECK-IN / CHECK-OUT TIMES

The property is ready for check-in and taking over keys, between 15:30 PM and 19:00. If a later check-in is necessary, tenant will arrange with property manager at least 48 hours in advance. Check-out is 10:00 at the latest. Delays in check-out may involve additional fees.

ARRIVAL

Tenant will inform the property manager estimated arrival times a few days before arrival. If possible, tenant should call one hour ahead of their arrival.

HOUSE RULES

Tenants confirms that they have read and accept the house rules, published on the website. No pets allowed on the property at any time and no smoking inside the house. <http://villalorien.com/property/#houserules>

DAMAGE & CLEANNESS

If any damage is encountered, no matter who may have caused it, tenant is requested to report it to the property manager immediately. Also in the unlikely event tenant discovers anything that was not clean at arrival, it should be reported to the property manager instantly. Reports can be made by phone or email.

HOUSE CLEANING

The fees include weekly cleaning and the final cleaning based on regular use. Tenant agrees to give access to the cleaning team once per week. Tenant will put all kitchen equipment, plates and silverware, fully cleaned back into its place like it was handed over at arrival. Additional cleaning due to excessive use will be charged extra and deducted from the deposit.

LOSS AND INDEMNIFICATION

Tenant agrees that all personal property, furnishings, personal affects and other items brought into the Property by tenant or their permitted guests and visitors shall be at the sole risk of tenant with regard to any theft, damage, destruction or other loss. Tenant hereby covenants and agrees to indemnify and hold harmless owners, property managers, rental agents, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney fees incurred by tenant, permitted guests, or visitors due to any claims relating to destruction of property or injury to persons or loss of life sustained by tenant or family and visitors in or about the property.

Tenant hereby waives and releases any claims against owner, property manager, agents and guests, for any injuries or death that may be sustained by tenant on or near or adjacent to the property, it's pool, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the tenant's own initiative, risk and responsibility.

PAYMENT

Payments need to be made to the following bank account at BNP Paribas:

Mr ou Mme Schultze
Zihlmattweg 44 – 3003
CH 6005 Lucerene
IBAN: FR76 3000 4007 7400 0023 4853 283
BIC/SWIFT: BNPAFRPPXXX
BNP Paribas - 68 Rue d Antibes - 06400 Cannes

APPLICABLE LAW

In case of any dispute, the agreement is made under the Law of Switzerland. All disputes arising from this agreement will be settled by a court in Switzerland.